



**REQUEST FOR PROPOSALS  
FOR A VIDEO SURVEILLANCE SYSTEM AT THE BADOLATO  
MUNICIPAL PARKING GARAGE  
RFP #3702**

**NOTICE OF REQUEST FOR PROPOSALS  
FOR A VIDEO SURVEILLANCE SYSTEM AT THE BADOLATO MUNICIPAL  
PARKING GARAGE  
RFP #3702**

**PROJECT OVERVIEW**

The City of New Britain is looking to install a Video Surveillance System in the Badolato Municipal Parking Garage. The intent is to improve safety and security for the residents of Anvil Commons, closely monitoring the first three parking levels, each exit/entrance and the perimeter. The video will be streamed to a local Network Video Recording device for archiving and delivered to the City's Genetec Enterprise Surveillance product used by New Britain Public Safety Department.

At the recommendation of Mayor O'Brien, the Commission on Community and Neighborhood Development authorized the transfer of federal funds to the Badolato Garage Security Cameras Project, and the Common Council approved the Amendment to the 2012 Consolidated Plan thereby providing the necessary funding for the Director of Information Technology to accept proposals and approve vendor(s) to purchase and install the system as per specifications outlined within.

**BADOLATO GARAGE.** The Garage stands nine (9) stories high having two (2) vehicular entrances/exits. The traffic pattern allows vehicles to enter from two (2) locations and exit from only one (1) of the two (2). Each level has two (2) way traffic with parking on each side of the center travel lanes East and West of the garage and only on the outside of the travel lane at the North and South sides.

The stairs are on opposing corners -- one (1) at the SW corner, the other at the NE -- along with the two (2) pedestrian entrances. The elevators are located at these same corners. Entrance to Anvil Commons is located at the south end of the garage with a walkway connecting the two (2) buildings. North side abuts Columbus Blvd, West side abuts Washington Street. On the East side exists an elevated exit and entrance ramp and beyond that City Hall. There exists a walkway to City Hall on the 3rd floor of the garage.

The ceilings clearance is approximately eight (8) feet at the lowest point. The top floor and penthouse is enclosed for City vehicles with a garage door that is kept secure after hours. There also exists a basement that is secure and enclosed from the outside environment.

**DATA CENTER.** The Data Center is located on the fourth floor of City Hall, 27 West Main Street. Rack space and uninterrupted power is available for surveillance equipment. The distance between the Garage walkway and Data Center is approximately one hundred twenty (120) feet horizontally and ten (10) feet vertically. Ethernet and multimode or single mode fiber connectivity can be accommodated.

## **SPECIFICATIONS**

The City of New Britain is requesting proposals for the design and installation of an IP video surveillance system in the Badolato Municipal Parking Garage, to monitor all entrances, exits, the first three (3) floors of parked vehicles, all pedestrian and vehicular traffic and the exterior perimeter. All activity needs to be captured and streamed live across the network to a central NVR, (network video recorder) to be installed in the data center within City Hall.

### **NVR**

It is required that network video recorder has a capacity for thirty (30) days of video recordings with auto deletion for up to sixty-four (64) devices. Playback on the device should have time and event search capability. The recorder and player should feature HDD storage and playback capabilities. Video should be accessible from both device and via a network. It is necessary the stream can be split and delivered to NBPD using Genetec Omnicast for surveillance.

Some of the requested features expected:

- Simultaneous recording and playback capabilities
- Backup/Export video to PC for playback using non-proprietary software
- motion detection
- PTZ (pan, tilt, zoom) control
- Password protection
- real-time voice data recording
- HDD RAID1 and/or RAID5 Protection
- External Storage Capable via Ethernet/eSATA/USB
- On Screen display of all camera and recorder functions
- Motion Sensor capable
- Video output to MPEG4
- Internet monitoring via http
- NTP time server updates
- RTP/RTSP for event monitoring without Browser
- Multicast capable
- Event and System logs required

### **CAMERAS**

The cameras are to be IP, MPEG compliant and powered by a single centrally located POE switch. They should be a mix of standard megapixel and high definition fixed cameras and standard megapixel and high definition pan, tilt and zoom cameras capable of delivering a quality 1080p video at thirty (30) frames per minute required to identify the detail for license plate and/or facial recognition software. It is necessary to mount the cameras out of harm's way and may require exterior mounts and enclosures. It is required that the cameras be mounted, enclosed to protect from the elements and vandalism, supplied with sufficient power, and be aimed and focused for the fixed and Pan Tilt and Zoom to be operational with the necessary control equipment/software as part of the installation. It is necessary the cameras are compatible with Genetec Omnicast to be used by the NBPD for surveillance.

The proposed mounting locations are:

- on the roof top overlooking entire perimeter
- on City Hall facing west at the East vehicular entrance/exit.
- on the exterior of the garage facing in to capture each level, each side for the first three floors.
- on opposite sides mounted to monitor pedestrian movement in and out of elevators/staircases.

- on the garage facing Anvil Place and pedestrian garage entrance
- at each vehicle/pedestrian entrance/exit.

The environmental housing is to receive facility power that may or may not require installation depending on location.

## **ENCLOSURE**

All enclosures must deter tampering or vandalism of video security equipment. Outdoor cameras must be protected from the environment and heated to keep the video security camera running in the coldest weather.

## **ELECTRONICS AND CABLING**

IP cameras will need to gain access to the network through a central switch enclosed in a locked cabinet to be provided by and mounted by the vendor within a secure area. Cabling and all material necessary is to be provided by the vendor.

## **ELECTRICAL AS ADDENDUM**

All required electrical 120v is within the scope of the PROPOSAL however should be added as an **addendum**. The City has a right to accept or refuse the proposal with or without the **addendum** and can enter into an agreement for this service outside this RFP based on cost and performance.

## **MANAGEMENT AND MONITORING**

All IP units are to be accessible from within City Hall, the Police Station and in the Internet Cloud using workstations and mobile devices. The cloud based video streaming to have multi-level profiles for multi-level access from an administrator to viewer over the Internet.

## **INSTRUCTIONS TO BIDDERS**

You may ask for clarification on Technical Specifications by email only to: Adam Pokorski, at [apokorski@newbritainct.gov](mailto:apokorski@newbritainct.gov).

**A mandatory pre-RFP meeting, will take place on January 17, 2013 at 11:00AM, in Room 305, City Hall, 27 West Main Street, New Britain, CT. 06051. After the meeting a walk through and inspection of the Badolato Municipal Parking Garage at 35 Washington Street, New Britain will take place. This will give Bidders ample time to supply demonstrations and to receive clarifications.**

Please note that it is the Bidder's responsibility to check on-line a minimum of twenty-four (24) hours in advance of the RFP opening to determine if any addenda have been issued. The website address is: <http://www.newbritainct.gov/bids>.

The City shall not be held responsible for any misspellings, typographical errors, omission or conflicting information within the RFP documents. If the Bidder finds any within the RFP documents, the Bidder should contact the Purchasing Agent requesting clarification.

Failure to include any specification requirement of the City of New Britain shall not be construed as reason to waive or eliminate the requirement from applying to work performed under this contract.

**Contents of Proposal.** The proposal must contain at a minimum:

- (1) Technical section: Include all materials, options, projected required personnel, time-lines, and schedules for completing the project. Scope of the job must be clearly explained in proposal. All equipment must be cataloged by vendor and supplied in the proposal.
- (2) Time-Cost section: The vendor must submit total project costs and detail the time and cost of each camera location that will be required to complete the project.



(3) Additional Documentation: References or Websites for camera & server specifications, demonstration Website(s) with camera and software implementation, references.

(4) Qualifications of the Bidder to supply and its ability to install and provide maintenance of a Video Surveillance System, including but not limited to references of similar projects completed.

**(5) All Bidders must complete and submit with their proposal the W9, Non Collusive Affidavit of Bidders, Affidavit for Compliance with Section 2-626 of the City Code of Ordinances, Non Collusive Affidavit and the Equal Employment Opportunity Form, Exhibit "C", which are part of this RFP documentation. The Non Collusive Affidavit and Affidavit for Compliance with Section 2-626 of the City Code of Ordinances must be also be signed and notarized by an official State Notary and the Notary's seal placed on it. If the required forms are not completed and submitted, the City reserves the right not to accept the Bidder's proposal.**

(6) Bonding. Each bid must be accompanied by a bid bond in the amount of five percent (5%) of the total bid amount, payable to the City of New Britain. Such bonds will be returned to all bidders, with the exception of the three lowest bidders, within three days after the formal opening of bids, the remaining bid bonds, will be returned to the three lowest bidders within 48 hours after the Owner and the accepted bidder have executed the contract, or if no contract has been so executed, within 90 days after the date of opening of bids, or upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

The bid must also be accompanied by a letter from an approved bonding company satisfactory to the City stating that said bonding company will bond the Contractor for one hundred percent (100%) of his total bid amount if said bidder shall be awarded the Contract for this project.

**Submission Requirements.** Proposals must be submitted and received by the Purchasing Agent of the City of New Britain by no later than 11:00 AM EDT February 01, 2013. Proposals must be printed in ink or typewritten. FAXED or E-MAILED Proposals are not acceptable and will not be considered. One (1) original and two (2) copies of all proposals must be submitted to the Purchasing Agent, City of New Britain, 27 West Main Street, New Britain, CT 06052, in an envelope clearly labeled with: RFP # 3702, Purchase and Installation of a Video Surveillance System in the Badolato Municipal Parking Garage.

Proposals received after the time and date specified will not be considered and shall be returned unopened. Amendments to or withdrawals of proposals received later than the time and date set for receipt of such proposals will not be considered. No responsibility will be attached to any City representative or employee for the premature opening of a Proposal that was not properly addressed and identified.

Proposals may be withdrawn personally or written or by fax or by email to [apokorski@newbritainct.gov](mailto:apokorski@newbritainct.gov) and dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Proposal confers no right of withdrawal or modification of the Proposal after such Proposal has been opened. The fax number is (860) 612-4204.

**Acceptance, Evaluation, Selection and Award.** The City may reject any and all Proposals, in whole or in part, or may waive any informalities in the Proposal if, in its opinion, it is in the best interests of the City to do so. No proposal shall be accepted from, or contract awarded to, any person/company who is in the arrears to the City of New Britain upon debt, or contract or who have been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the City.

The City retains the right to withdraw, extend, re-offer and/or amend this RFP at any time or, in its sole discretion, to reject any or all Proposals. The City will not be liable for any costs incurred in the preparation of a response to this RFP.

The City may make such investigations as it deems necessary to determine the ability of the Bidder to supply the Video Surveillance System and perform the installation work, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any and all Proposals if evidence submitted by or investigation of such Bidder fails to

satisfy the City that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work or delivery of the items contemplated therein.

Preference in selection will be given:

- to vendors who can supply a demo Web site, provide recommendations, and/or onsite demo (including Websites to specs for all equipment pieces).
- to vendors who supply breakdown of installation, service and labor with no evidence of hidden costs. No change orders will be authorized after acceptance of bid, except those approved by the Director of Information Technology.
- to the bid that is deemed the best solution for the stated need.
- to the vendor who can provide a complete package, timely service, and installation.

Selection will be based on:

- Cost
- Hardware Features
- References and Experience
- Software Management Capabilities
- Support
- Genetec Compatibility

The City will evaluate all Proposals submitted and make the award based on the best interests of the City. Although the total dollar amount of the Proposal will be an important factor in the City's decision, it will also consider the experience, reputation, history and qualifications of Bidders.

## **CONTRACT REQUIREMENTS**

Respondents must hold their pricing firm until the actual date and time of the Proposal award. The City of New Britain will create a Purchase Order and Contract for the services, equipment, and installation of selected proposal. A Performance and Materials Bond for 100% of the Contract Price will be required from the company awarded the bid at the time the Contract is signed.

The project must be completed within three (3) months of the date of issuance of the Purchase Order.

The City is exempt from paying State Sales Tax under Connecticut General Statutes Section 12-412(1)(A).

The City of New Britain will pay in full within 45 days after the complete installation and walk-through of system performance. However, the City reserves the right to retain up to five percent (5%) of the Total Contract Price, or to accept, at the City's option, a Guarantee Bond for up to five percent (5%) of the Total Contract Price, and to hold such retainage or bond for the duration of the guarantee period. Upon expiration of the guarantee period, provided that all work is in good order, the Contractor shall be entitled to receive said retainage or, if posted, the release of the Guarantee Bond.

**Hold Harmless.** The Contractor, its agents and assigns shall indemnify and hold harmless the City of New Britain, including but not limited to, its elected officials, its officers and agents, ("the City") from any and all claims made against the City, including but not limited to, damages, awards, costs and reasonable attorney's fees, to the extent any such claim directly and proximately results from the wrongful, willful or negligent performance of services by the Contractor during the term of this Agreement or any other Agreements of the Contractor entered into by reason thereof. The City agrees to give the Contractor prompt notice of any such claim and, absent a conflict of interest, an opportunity to control the defense thereof.

**Correction of Work.** The Contractor shall promptly correct all work rejected as failing to conform to the specifications. The Contractor shall bear all costs of correcting such rejected work. If within twelve (12) months after completion of any work, any such work is found to be defective or not in accordance to specifications, the Contractor, upon notification by the City shall promptly correct such work at its

own expense. If the Contractor fails to correct such defective or non-conforming work, the City may correct it and deduct the reasonable cost of such correction from any payments then or thereafter due the Contractor. If the payments due the Contractor are not sufficient to cover such cost of the correction, the Contractor shall pay the difference to the City.

**Permits.** The Bidder awarded the contract to perform the work will be required to obtain and pay for all the necessary state and local permits.

**General Guaranty.** Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and equipment and pay for any damage to other work and equipment resulting there from, which shall appear within a period of one year from the date of final acceptance of the work and equipment unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

**Quality of Materials.** All work done and materials furnished shall be new and of the best quality customarily used in or furnished for installation of the character of that proposed. Many features of the proposed work are described in detail herein, but the failure to describe any part of the proposed work or any detail or appurtenance thereof shall not be an exception to the above rule. The absence of requirements in the contract or specifications covering details usually included in first-class installation of this type shall not excuse the Contractor for their omission in this work.

## **INSURANCE REQUIREMENTS**

A Certificate of Insurance will be required from the Bidder awarded the Proposal at the time of the execution of the Agreement for the Purchase of the Video Surveillance System evidencing general and professional liability coverage in an amounts listed below.

Contractor shall agree to maintain in force at all times during which services are to be performed the following coverage's placed with company(ies) licensed by the State of Connecticut which have at least an "A-" VIII policyholders rating according to Best Publication's latest edition Key Rating Guide.

(Minimum Limits)		
General Liability*	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Auto Liability*	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella*	Each Occurrence	\$1,000,000
(Excess Liability)	Aggregate	\$1,000,000
Professional Liability	Each Claim or Occurrence	\$1,000,000
	Aggregate	\$1,000,000

\* "The City of New Britain and Consolidated School District" shall be named as "Additional Insured". Coverage is to be provided on a primary, noncontributory basis.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

## Workers' Compensation and WC Statutory Limits

Employers' Liability	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

Original, completed Certificates of Insurance must be presented to the Purchasing Agent prior to a purchase order and contract issuance. The Contractor agrees to provide replacement or renewal certificates at least sixty (60) days prior to the expiration of the policy. Should any of the above described policies be cancelled before the expiration date, written notice must be made to the City thirty (30) days prior to cancellation.

The Bidder shall agree to submit proof of the indicated coverages above placed with company(ies) licensed by the State of Connecticut which have at least an "A-" VIII policyholders' rating according to Best Publication's latest edition Key Rating Guide.

## **FEDERAL CONTRACT REQUIREMENTS**

This project is being funded in whole or in part by the City of New Britain using Federal funds from the U. S. Department of Housing and Urban Development under the Community Development Block Grant Program. The following Federal contract requirements must be complied with by the Contractor and all sub-contractors in connection with the performance of work under this contract.

### **Wages and Salaries**

Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees. (See Exhibit "A")

The rates of pay set forth within the Contract Documents are the minimum to be paid during the life of the Contract. It is therefore the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

### **Federal Labor Standards**

The Bidder is advised of the requirement under this Contract for compliance with the Federal Labor Standards Provisions including the "Anti-Kickback Act" and Labor Standards for Ratios of Apprentices and Trainees to Journeymen. (See Exhibit "B")

### **Patents/Copyrights**

a) The Contractor shall hold and save the City and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the City, unless otherwise specifically stipulated in the Contract Documents.

b) License and/or Royalty Fees for the use of a process which is authorized by City must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the City and not by or through the Contractor.

c) If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the City of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the contract prices



shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the City of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the City for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

#### **Conflict of Interest**

No employee, officer or agent of the City of New Britain or subgrantee, shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, Officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above

has a financial or other interest in the firm selected for award. The City's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

#### **Inspection and Retainage of Records**

The Contractor shall allow for access by the City, the U. S. Department of Housing and Urban Development, the Comptroller General or any of their duly authorized representatives to any books, documents, papers, correspondence, construction drawings, receipts, vouchers, payrolls, and agreements with subcontractors which are duly pertinent to the Contract for the purpose of making audits, examinations, excerpts and transcripts. The Contractor shall preserve all such records for a period of three (3) years after the final payment hereunder.

#### **Equal Employment Opportunity**

Contractors must comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor Regulation (41 CFR Part 60).

#### **Project Sign**

The U. S. Department of Housing and Urban Development (HUD) requires that ALL projects supported in whole or in part by Department funds must have on site, during the modernization, rehabilitation, or construction phase, a sign acknowledging or recognizing the Department's support. Project signage will be provided by the City.

#### **Lobbying**

a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing an officer or employee of any agency, a Member of Congress, and officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c) The Contractor will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contracts shall certify and disclose accordingly.

### **Right of the City to Terminate Contract**

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his Subcontractors, the City may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the City shall immediately serve notice thereof upon the Surety and the

Contractor and the Surety shall have the right to take over and perform the contract; Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the City may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the City for any excess cost occasioned the City thereby, and in such event the City may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

### **Obtaining a DUNS Number**

Possessing a DUNS number is required for any contractor performing work for projects totaling \$25,000 or more, which are funded with Federal monies. If a contractor does not have one, it should call the DUNS number request line at 1-866-705-5711 to obtain a number. The process is free and takes about ten minutes. Or you may register at the Dun and Bradstreet site at <http://fedgov.dnb.com/webform>.

The Contractor will be required to submit their DUNS number to the City at the contract signing.

### **Section 3**

#### *Definition of a Section 3 Resident*

A Section 3 resident is:

- A public housing resident; or
- An individual who resides in the metropolitan statistical area in which the City is located, the Hartford MSA, and who is either of the following:
  1. A low-income person whose family income does not exceed 80% of the median income for the area. See Attachment 1.
  2. A very low-income person whose family income does not exceed 50% of the median family income for the area.

Persons requesting consideration to the above preferences will be required to submit appropriate documentation to demonstrate their eligibility.

Acceptable documentation includes, but is not limited to the following:

- proof of residency in a public housing development
- evidence of eligibility for Section 8 voucher certificate or voucher
- evidence of eligibility for a federally assisted program for the poor (e.g. Jobs, JTPA, Jobs Corps.)
- evidence of eligibility for a State or local assistance program for the poor or receipt of AFDC.
- income tax records.

### *Section 3 Business*

Under the Federal policies of Section 3 of the Housing Act of 1968 preference will be given to qualified Section 3 Businesses who are within 6% of the low bid price.

A Section 3 business is a business:

- That is 51% or more owned by Section 3 residents; **or**
- Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; **or**
- That provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to Section 3 businesses.

Businesses requesting consideration for preference will be required to submit, with their bid, evidence that the business is a Section 3 business.

## **LIVING WAGE REQUIREMENTS**

Submission of a PROPOSAL in response to this solicitation indicates that the Bidder understands and agrees to the terms of this section. Bidder shall comply with City of New Britain Code of Ordinances, Section 2-625 to Section 2-628, provisions following, and shall be applicable to this RFP:

### **Sec. 2-625. Definitions**

For the purposes of this division, the following definitions shall apply:

- (a) "Building, property equipment or maintenance services" includes any janitorial, cleaning, maintenance or related service.
- (b) "Contractor" means any provider of food, clerical, transportation, securing building, property, equipment or maintenance services whose rate of reimbursement or compensation is determined by a service contract with the City or any City agent, including (1) building, property or equipment service companies, (2) management companies providing property management services, (3) companies providing food preparation or service, or both, (4) companies providing transportation services, (5) companies providing clerical services and (6) companies providing security services.

- (c) "Effective wage" means, for a worker not paid on an hourly basis, his/her income from the employer in question for the most recent full pay period divided by the number of hours he/she worked during that pay period.
- (d) "Employer": means any person, organization or other entity that uses or received money from or through the City, and shall include the City.
- (e) "Food services" means the services of a contractor involving the regular provision of food at a City owned facility under a contract with the City. Only contracts of greater than twenty-five thousand dollars (\$25,000.00) may be considered "food service".
- (f) "Living wage" means the poverty guideline for a family of four (4) most recently published by the U.S. Department of Health and Human Services, divided by 1,763. (This wage level allows a full-time worker to earn 118% of the poverty guideline.)
- (g) "Local job agency" means any nonprofit organization based in or with an office in the City of New Britain, which maintains a list of residents of the City of New Britain, who within the three (3) months previous, have declared their need for employment.
- (h) "Lowest paid worker" means the employee of a contractor performing work under a service contract with the City who receives the lowest hourly pay of all the employees of said contractor doing work under said contract, considering both the wages of wage employees and the effective wages of non-wage employees.
- (i) The "lowest pay" means the wage or effective wage of the contractor's lowest paid worker.
- (j) "Pay period" means the period of time worked by an employee for which he/she is paid in a single paycheck.
- (k) "Paycheck" shall mean any regular disbursement of funds to an employee by an employer for work performed.
- (l) "Service Contract" means a contract or agreement between a business and the City or any City agent for the provision of food, clerical, transportation, building, property, equipment or maintenance services by the business. Construction contracts shall not be deemed service contracts. Contracts for services to be performed for duration of five (5) or fewer days or on an "as-needed" basis shall not be deemed service contracts.
- (m) "Worker" or "employee" means a natural person who performs for an employer for whom the employer is required to withhold income taxes pursuant to the federal Internal Revenue Code.

**Sec. 2-626. Applicability**

Notwithstanding any other provision of this Code of Ordinances and in addition to requirements of Section 2-569 of said Code, no bid for an amount in excess of twenty-five thousand dollars (\$25,000.00) shall be accepted pursuant to Division 3 of Article VIII of Chapter 2 of said Code without being accompanied by an affidavit, signed by the owner or an officer of the company under the pains and penalties of perjury, attesting that:

- (a) The Contractor agrees that, should need arise for the Contractor to hire workers within three (3) months of the purchase in question for work to be performed within ten (10) miles of the boundaries of New Britain, the Contractor shall mail to each local job agency a notice of the job opening(s) at least two (2) business days prior to the date that any final hiring decision is made. Each such notice shall include a description of the work to be performed, the pay and benefits to be paid for such work and the date(s), time(s), place(s) and manner by which one may apply for such employment, including any application and manner by which one may apply for such employment, including any application form(s) that may be used. The Contractor shall also agree to give first preference to hiring any person referred by a local job agency whose qualifications are at least equal to those of all



other applicants. This shall not apply when an employer is hiring someone from within their current organization.

- (b) The Contractor agrees to inform employees who might be eligible of their possible right to the Federal Earned Income Credit ("EIC") under Section 32 of the Internal Revenue Code of 1954, 26 U.S.C. Section 32, and shall make available to employees forms informing them about the EIC and forms required to secure advance EIC payments from the employer.
- (c) The Contractor agrees to be bound by the terms and penalties of this Division, including, but not limited to any requirement that monies otherwise to be paid to the Contractor be withheld by or returned to the City in the event a violation is found.

#### **Sec. 2-627. Requirements**

Notwithstanding any other provisions of this Code of Ordinances, all service contracts in excess of twenty-five thousand dollars (\$25,000.00) entered into by the City shall include:

- (a) Requirement that the Contractor maintain the wage level or effective wage level of its lowest paid worker at no lower than the living wage at all times during the effective period of the service contract.
- (b) A requirement that the contractor agrees to inform employees who might be eligible of their possible right to the federal Earned Income Credit ("EIC") under Section 32 of the Internal Revenue Code of 1954, 26 U.S.C. Section 32, and shall make available to employees forms informing them about the EIC and forms required to secure advance EIC payments from the employer.
- (c) A requirement that, should need arise for the Contractor to hire workers to carry out the terms of the contract in question or for any other activities to occur or commence during the period of the contract in question within ten miles of the boundaries of New Britain, the Contractor shall mail to each local job agency a notice of the job opening(s) at least two business days prior to the date that any final hiring decision is made. Each such notice shall include a description of the work to be performed, the pay and benefits to be paid for such work and the date(s), time(s), place(s) and manner by which one may apply for such employment, including any application form(s) that may use. The Contractor shall also agree to give five first preferences to hiring any person referred by a local job agency whose qualifications are at least equal to those of all other applicants. This shall not apply when an employer is hiring someone from within their current organization.
- (d) A requirement that the Contractor be bound by the terms and penalties of this Division, including, but not limited to any requirement that monies otherwise to be paid to the contractor be withheld by or returned to the City in the event a violation is found.

#### **Sec. 2-628. Keeping of Records**

- (a) Each local agency shall maintain a list which shall include the names, addresses, telephone numbers and job skills of persons declaring their need for employment and shall also note the last date each such person declared to the local job agency his or her need for employment. No name shall be maintained on such list for more than three months after the last date the person seeking employment declared his or her need for employment.
- (b) The City Purchasing Agent shall keep an updated list of all nonprofit agencies opting to act as local job agencies, including their names, addresses and telephone numbers. This list shall be made available to any company required to utilize it to comply with the Code of Ordinances and to other business or organization seeking to hire workers.

**NON COLLUSIVE AFFIDAVIT OF BIDDERS**  
**RFP# 3702 - VIDEO SURVEILLANCE SYSTEM**

State of (\_\_\_\_\_) County of (\_\_\_\_\_).

I state that I am the \_\_\_\_\_ of \_\_\_\_\_  
(title) (name of firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Bid.

I certify that:

- (1) The price and amount on this Bid has been arrived at independently and without consultation, communication, or agreement with any other bidder.
- (2) Neither the price(s) nor the amount of this Bid and approximate price(s) nor approximate amount of this Bid has been disclosed to any other firm or person who is a Bidder and that no disclosure of these items will be made prior to the Bid opening.
- (3) No attempt has been or will be made to induce any firm or person to refrain from proposing on this Bid, or to submit a Bid higher than this Bid, or to submit any intentionally higher or non competitive Bid.
- (4) Neither the said Bidder nor any of its officers, partners, owners, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from Bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of New Britain, owner, or any person interested in the proposed Contract.
- (5) The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive proposal.
- (6) I state that \_\_\_\_\_ understands and acknowledges that all  
(Name of my firm)

representations of this affidavit are material and important, and will be relied on by the City of New Britain in awarding a contract for which this is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of New Britain of the true facts relating to the submission of Bids for this contract. That the City of New Britain also reserves the right to reject our Bid if failure to complete this document, have it notarized and submitted with our Bid documents.

The undersigned Bidder further certifies that this statement is executed for the purpose of including the City of New Britain to consider the Bid and make an award in accordance therewith.

Subscribe and Sworn to me this

\_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
\_\_\_\_\_

Notary Public  
My Commission Expires

\_\_\_\_\_

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Signature and Title of Person

\_\_\_\_\_  
Date

**AFFIDAVIT FOR COMPLIANCE WITH SECTION 2-626 OF THE CODE  
OF ORDINANCES FOR RFPs EXCEEDING \$25,000.00**

**RFP# 3702 - VIDEO SURVEILLANCE SYSTEM**

The undersigned, being duly sworn, hereby deposes as follows:

1. I am over the age of eighteen (18) years and understand the obligations of an oath.
2. I have personal knowledge of the facts recited herein.
3. This affidavit is signed under the penalties of perjury and false statement and is being signed in connection with Public RFP Number 3702.
4. I hold the position of \_\_\_\_\_ with \_\_\_\_\_  
and certify that I am authorized to sign this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible for my firm to comply with the Labor Standards set forth per the City Ordinances, section 2-625 through sections 2-628 as indicted in this bid specifications.
5. I further certify that \_\_\_\_\_
  - (a) Will maintain the wage level or effective wage level of its lowest paid worker at no lower than the \_\_\_\_\_ living wage at all times during the effective period of the contract. I agree that my firm will inform our employees who might be eligible of their possible right to the federal Earned Income Credit ("EIC") under Section 32 of the Internal Revenue Code of 1954, 26 U.S.C. Section 32, and shall make available to our employees forms informing them about the EIC and forms required to secure advance EIC payments from my firm.
  - (b) Should a need arise for my firm to hire workers to carry out the terms and conditions of this bid or its contract or for any other projects to occur or commence during the contract period within ten miles of the boundaries of New Britain, my firm shall mail to each local job agency a notice of the job opening(s) at least two business days prior to the date that any final hiring decision is made. Each such notice shall include a description of the work to be performed, the pay and benefits to be paid for such work and the date(s), time(s), place(s) and manner by which one may apply for such employment, including any application form(s) that may be used. My firm also agrees to give first preference to hiring any person referred by a local job agency whose qualifications are at least equal to those of all other applicants. This shall not apply when my firm is hiring someone from within our organization.

6. \_\_\_\_\_ furthers agrees to be bound by the terms and  
Name of Company

requirements set forth in sections 2-625 through 2-628 of the Code of Ordinances including that monies otherwise due to be paid under the terms of the contract may be withheld by or required to be reimbursed to the City of New Britain in the event a violation of these provisions is determined

Dated at \_\_\_\_\_, Connecticut

This \_\_\_\_\_ day of \_\_\_\_\_ 2013.

\_\_\_\_\_  
Legal Name of Bidder/Company

\_\_\_\_\_  
Street Business Address

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Duly Authorized Signature and Title of Person

STATE OF CONNECTICUT ss: \_\_\_\_\_ 2013

COUNTY OF \_\_\_\_\_

Personally appeared, \_\_\_\_\_ Title \_\_\_\_\_ of

\_\_\_\_\_, duly authorized, who signed the foregoing  
Name of Company

Instrument and acknowledged the same to be his/her free act the free

act and deed of said \_\_\_\_\_ before me.

Name of Company

Notary Public \_\_\_\_\_  
Commissioner of Superior Court



<b>Part II</b>	<b>Certification</b>	
Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).		
<b>Certification instructions.</b> You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.		
<b>Sign Here</b>	Signature of U.S. person ►	Date ►

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR \_\_\_\_\_

PROJECT NO. \_\_\_\_\_

**INSTRUCTIONS**

This Certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal employment opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontract has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

**SUBCONTRACTOR'S CERTIFICATION**

Subcontractor's Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. Bidder has participated in a previous contract or subcontract subject to the Equal Employment Opportunity Clause.

Yes ☐ No ☐

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes ☐ No ☐

3. Bidder has filed all compliance reports due under applicable instruction, including SF-100

Yes ☐ No ☐ None Required ☐

4. If answer to item 3 is No please explain in detail on reverse side of this certification.

Certification - The information above is true and complete to the best of my knowledge and belief

\_\_\_\_\_  
NAME AND TITLE OF SIGNER *(Please Type)*

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

# **Exhibit “A”**

## **Davis Bacon Wage Rates**

General Decision Number: CT120021 10/19/2012 CT21

Superseded General Decision Number: CT20100024

State: Connecticut

Construction Type: Building

County: Hartford County in Connecticut.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/06/2012
1	01/20/2012
2	01/27/2012
3	02/03/2012
4	03/09/2012
5	04/06/2012
6	05/04/2012
7	06/01/2012
8	06/08/2012
9	07/06/2012
10	07/27/2012
11	10/19/2012

BOIL0237-001 01/01/2012

	Rates	Fringes
BOILERMAKER.....	\$ 34.65	24.10

\* BRCT0001-008 04/01/2012

	Rates	Fringes
TILE SETTER.....	\$ 32.40	22.42

BRCT0001-013 03/31/2012

	Rates	Fringes
BRICKLAYER.....	\$ 32.50	25.20

a. PAID HOLIDAY: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked on that day in addition to holiday pay.

BRCT0001-014 03/31/2012

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Including Caulking)....	\$ 32.50	25.20



a. PAID HOLIDAY: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked on that day in addition to holiday pay.

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BRCT0001-021 03/31/2012

	Rates	Fringes
PLASTERER.....	\$ 32.50	25.20

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CARP0024-012 05/07/2012

	Rates	Fringes
CARPENTER (Including Drywall Hanging, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building).....	\$ 29.65	21.00

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CARP0024-013 05/07/2012

	Rates	Fringes
MILLWRIGHT.....	\$ 30.15	21.39

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ELEC0035-007 06/01/2012

Entire County excluding Berlin, Bristol, Hartland, New Britain, Newington, Plainville and Southington Townships

	Rates	Fringes
ELECTRICIAN, Includes Low Voltage Wiring.....	\$ 37.10	22.12

---

ELEC0090-007 06/01/2012

Berlin, Bristol, New Britain, Newington, Plainville, Southington Townships

	Rates	Fringes
ELECTRICIAN, Includes Low Voltage Wiring.....	\$ 36.25	22.49

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ELEC0488-010 06/01/2011

Hartland Township

	Rates	Fringes
ELECTRICIAN, Includes Low Voltage Wiring.....	\$ 35.10	22.26

-----  
 ELEVO091-001 01/01/2012

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 45.97	23.535+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.

b. VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

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ENGI0478-013 04/01/2012

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Asphalt Paver.....	\$ 33.46	20.50+a
Asphalt Roller.....	\$ 32.81	20.50+a
Backhoe/Excavator 2 cubic yards and over.....	\$ 35.18	20.50+a
Backhoe/Excavator under 2 cubic yards; Grader/Blade; Rubber Tire		
Backhoe/Excavator.....	\$ 34.44	20.50+a
Bobcat/Skid Loader;		
Forklift.....	\$ 31.98	20.50+a
Bulldozer (Rough Grade Dozer).....	\$ 33.15	20.50+a
Bulldozer Fine Grade (includes slopes, shaping, laser or gps).....	\$ 34.44	20.50+a
Concrete Pump.....	\$ 33.46	20.50+a
Crane handling or erecting structural steel or stone...	\$ 35.50	20.50+a
Cranes (100 ton capacity & over).....	\$ 35.18	20.50+a
Cranes (under 100 ton rated capacity).....	\$ 34.44	20.50+a
Earth Roller.....	\$ 29.94	20.50+a
Front End Loader (3 cubic yards up to 7 cubic yards)...	\$ 33.15	20.50+a
Front End Loader (7 cubic yards or over).....	\$ 35.50	20.50+a
Front End Loader (under 3 cubic yards).....	\$ 31.98	20.50+a
Maintenance Engineer/Oiler..	\$ 27.10	20.50+a
Mechanic.....	\$ 32.41	20.50+a
Vibratory Hammer.....	\$ 29.94	20.50+a

a. PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

- b. Crane with boom, including jib, 150 feet - \$1.50 extra .  
 Crane with boom, including jib, 200 feet- \$2.50 extra.  
 Crane with boom, including jib, 250 feet - \$5.00 extra.  
 Crane with boom, including jib, 300 feet - \$7.00 extra.  
 Crane with boom, including jib, 400 feet - \$10.00 extra.

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IRON0015-006 07/02/2012

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....	\$ 33.50	27.98+a

- a. PAID HOLIDAY: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

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LABO0056-010 04/01/2012

	Rates	Fringes
LABORERS		
Group 1.....	\$ 25.80	16.45
Group 2.....	\$ 26.05	16.45
Group 3.....	\$ 26.30	16.45
Group 4.....	\$ 26.55	16.45
Group 5.....	\$ 26.80	16.45
Group 6.....	\$ 28.80	16.45
Group 7.....	\$ 16.00	16.45

#### Classifications

Group 1: Laborers, Acetylene Burners, Carpenter Tenders, Concrete Specialists, Fire Watchers, Wrecking Laborers and Top Men

Group 2: Morter Mixer, Pipelayers, Plaster Tenders, Power Buggy Operator, Powderman, Fireproofer/Mixer/Nozzleman

Group 3: Jack Hammer/Pavement Breaker, Mason Tender, Bottom Men

Group 4: Air Track Operator, Sand Blasters

Group 5: Asbestos/Lead Removal

Group 6: Blasters, Toxic Waste Removal

Group 7: Traffic Control Signalman

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PAIN0011-012 06/01/2012

	Rates	Fringes
GLAZIER.....	\$ 33.78	16.90

- a. PAID HOLIDAYS: Labor Day and Christmas Day.

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PAIN0011-020 06/01/2012

	Rates	Fringes
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## PAINTER

Brush and Roller.....	\$ 30.22	16.90
Drywall Finishing/Taping Only.....	\$ 30.97	16.90
Paperhanger Only.....	\$ 30.72	16.90
Spray Only.....	\$ 33.22	16.90

PLUM0777-006 06/01/2012

	Rates	Fringes
PIPEFITTER, Including HVAC Pipe Installation.....	\$ 38.67	25.56

PLUM0777-007 06/01/2012

	Rates	Fringes
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 38.67	25.56

ROOF0009-005 06/01/2012

	Rates	Fringes
ROOFER Composition.....	\$ 31.40	17.14
Slate and Tile.....	\$ 31.90	17.14

SFCT0676-002 01/01/2010

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 40.50	16.85+a

a. PAID HOLIDAYS: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

SHEE0040-004 07/01/2012

	Rates	Fringes
SHEETMETAL WORKER, Including HVAC Duct Installation.....	\$ 33.22	30.55

SUCT2009-005 04/15/2009

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 24.25	10.76
LABORER: Airtool Operator.....	\$ 17.04	6.90
LABORER: Landscape.....	\$ 19.97	2.70

LABORER: Fence Erector.....	\$ 19.65	7.00
LINE CONSTRUCTION: Groundman....	\$ 10.00	2.17
LINE CONSTRUCTION: Lineman.....	\$ 22.09	6.18
OPERATOR: Asphalt Spreader.....	\$ 25.05	8.90
TILE FINISHER.....	\$ 24.55	0.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



## **Exhibit “B”**

### **Federal Labor Standards Provisions**

## Federal Labor Standards Provisions

## U.S. Department of Housing and Urban Development Office of Labor Relations

### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

# **Exhibit “C”**

## **Equal Employment Opportunity Forms**



## CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

### INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontracts, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

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#### CERTIFICATION BY BIDDER

Bidder's Name: \_\_\_\_\_

Address & Zip Code: \_\_\_\_\_

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes ☐ No ☐ (If answer is yes, identify the most recent contract.)

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes ☐ No ☐ (If answer is yes, identify the most recent contract.)

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

Yes ☐ No ☐ None Required ☐

4. If answer to item 3 is No, please explain in detail on reverse side of this certification.

Certification - The information above is true and complete to the best of my knowledge and belief.

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Name and Title of Signer (*Please Type*)

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Signature

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Date

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR \_\_\_\_\_

PROJECT NO. \_\_\_\_\_

**INSTRUCTIONS**

This Certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal employment opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontract has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

**SUBCONTRACTOR'S CERTIFICATION**

Subcontractor's Name: \_\_\_\_\_

Address: \_\_\_\_\_

1. Bidder has participated in a previous contract or subcontract subject to the Equal Employment Opportunity Clause.

Yes ☐ No ☐

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes ☐ No ☐

3. Bidder has filed all compliance reports due under applicable instruction, including SF-100

Yes ☐ No ☐ None Required ☐

4. If answer to item 3 is No please explain in detail on reverse side of this certification.

Certification - The information above is true and complete to the best of my knowledge and belief

\_\_\_\_\_  
NAME AND TITLE OF SIGNER *(Please Type)*

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE